Supplier Licence Terms for Mood Software as a Service (SaaS)

1. Definitions

"Authorised Users" means the employees, agents and independent contractors permitted by the Client to use the Service, subject to the agreed number of Authorised Users set out in the applicable Order Form.

"Business Day" means any day other than a Saturday or Sunday or public holiday in England and Wales.

"Client" means the buyer identified in the applicable Order Form.

"Client Data" means all data, information, content, and materials input or supplied by the Client or processed on the Client's behalf through the Service.

"Documentation" means any documentation that CACI may from time to time provide to the Client relating to the Software and/or the Service.

"Effective Date" means the subscription start date as set out in the applicable Order Form.

"Hosting Environment" means the cloud infrastructure on which the Service operates, as selected by the Client:

- **Public Cloud:** Microsoft Azure (UK Regions), provided via CACI;
- **Private Cloud:** CACI-operated infrastructure (single-tenant or multi-tenant); or
- **Client Cloud :** Client-controlled infrastructure.

"Order Form" means the order form agreed and signed between the Parties under the applicable Call-Off Contract and G Cloud framework.

"Parties" means the Client and CACI Limited (**"CACI"**), each a **"Party"**.

"Planned Maintenance" means scheduled downtime notified in advance.

"Service" means the cloud-hosted Mood platform provided by CACI as a subscription service, as set out in the related service description.

"Service Subscription Fees" means the annual fees payable by the Client in respect of the Service, as set out in the Order Form.

"Software" means the Mood applications (comprising Mood Business Architect (MBA) and Mood Active Enterprise (MAE)) and related components delivered as part of the Service, as set out in the related service description.

"Subscription Term" means the period for which the Client has purchased access to the Service, as set out in the Order Form.

"Support Hours" means 09:00–17:00 UK time on Business Days.

2. Scope

These Terms and Conditions for Mood Software as a Service (SaaS) (**"Terms"**) govern the Client's access to and use of the Service, provision of CACI's proprietary Mood software, and related support. They apply to all deployment options (Public Cloud, Private Cloud, or Client Cloud), as specified in the agreed Order Form, unless explicitly stated otherwise.

3. Provision of Service

3.1 Subscription Access Rights

3.1.1 Subject to payment by the Client of the Service Subscription Fees and its compliance with these Terms, CACI hereby grants the Client a non-exclusive, non-transferable right for its Authorised Users to access and use the Software, the Service and the Documentation for the Client's own internal purposes during the Subscription Term.

The Client shall not (and shall procure that its Authorised Users shall not):

- host the Software or the Service, other than where it has selected to host on 'Client Cloud' in accordance with clause 3.2 below;
- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, disclose or distribute all or any portion of the Software, the Service and/or the Documentation (as applicable) in any form or media or by any means;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, Service and/or Documentation available to any third party except the Authorised Users; or
- reverse engineer, disassemble or decompile the Software, except and in so far as is necessary to achieve interoperability with another independently created computer program and provided that CACI was asked in writing to provide the information necessary to achieve the interoperability of an independently created computer program with the Software and failed to do so within a reasonable period of time.

3.1.2 In addition, the Client shall keep confidential and shall not disclose to any third party the Software, the Service, the Documentation or any other information disclosed by CACI to the Client in connection with the Service.

3.2 Hosting Locations

- **Public Cloud:** hosted by CACI on Microsoft Azure UK regions
- **Private Cloud:** hosted on CACI infrastructure in the UK; may be single-tenant on request subject to additional fees as published on Digital Marketplace.
- **Client Cloud:** deployed by the Client within its own infrastructure; Client is responsible for environment security, resilience, and network configuration.

3.3 Service Modifications

CACI may update, enhance, or modify the Service from time to time, provided that such changes do not materially reduce overall functionality. Major changes will be communicated to the Client with reasonable notice.

3.4 Warranty

3.4.1 CACI warrants that the Services will be performed with reasonable care and skill and by competent and qualified personnel so that the Services conform to standards generally accepted in the information technology industry.

3.4.2 CACI gives no warranty, express or implied, that the Software or the Service will be supplied by a stipulated date or will be suitable for any particular purpose. The Client acknowledges that the Software and the Service are provided "as is" and "as available."

3.4.3 The Client acknowledges and agrees that CACI may, at its discretion, release updates to the Software from time to time in line with CACI's release cycle for the Mood applications in question.

3.4.5 CACI does not warrant that:

(a) The Software or the Service is free from error;

(b) The Client's use of the Software or the Service will be uninterrupted or error free;

(c) Any documentation, information, data, results or outputs obtained by the Client through the Software or the Service will meet the Client's requirements or expectations; or

(d) The Software or the Service will be free from vulnerabilities or viruses. The Client is responsible for implementing sufficiently robust procedures to satisfy their particular requirements for data accuracy and security.

3.4.6 CACI is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Software and the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities, and CACI shall not be liable for any such issues.

3.4.7 The express provisions of these Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law. The Client agrees that it has not relied on any representations or warranties not expressly set out in these Terms.

4. Client Obligations and Acceptable Use

4.1 Client Obligations

The Client shall at all times:

- Ensure the Authorised Users comply with these terms and provide such information regarding said Authorised Users as CACI shall reasonably request from time to time;
- Maintain the accuracy of Client Data;
- Configure its networks and devices to meet minimum technical requirements (where applicable) provided by CACI to the Client; and

- Maintain security and access control for Client Cloud deployments.

4.2 Acceptable Use

The Client shall not at any time:

- Use the Service for any unlawful purpose or to store unlawful, harmful, or infringing content;
- Access all or any part of the Software or Service in order to build a competing product or service;
- Attempt to circumvent security mechanisms or probe vulnerabilities;
- Introduce malicious software into the Service;
- Exceed Authorised User limits without prior written approval and subject to additional fees; or
- Use automated tools to access the Service except via CACI-approved APIs.

CACI may suspend access if the Client breaches any of these obligations.

5. Service Levels (SLAs)

5.1 Availability of the Service

CACI will use reasonable endeavours to ensure the Service is available 98% of the time, excluding:

- Planned Maintenance
- Emergency maintenance
- Issues caused by Client systems, networks, or third-party connectivity
- A Force Majeure Event (as defined in clause 14 below).

5.2 Planned Maintenance

CACI will provide at least 24 hours' prior notice where possible and, where practical, will schedule maintenance outside Support Hours.

5.3 Support

CACI shall provide the following support during the Support Hours:

- Incident logging, triage, diagnosis, and resolution effort.

The above support shall not include the following:

- End-user training sessions
- Configuration of the Software / Service beyond standard out-of-the-box settings
- Custom development or bespoke features
- Correction of Client data or infrastructure issues
- Configuration or troubleshooting of third-party systems or APIs.

5.4 Response Times

During the Support Hours, CACI will use reasonable endeavours to respond to a request for support from an Authorised User within the following timescales (measured from the time CACI receives the Authorised User's request):

- Severity 1 (serious service interference): within 1 working hour
- Severity 2 (major functionality loss): within 4 working hours
- Severity 3 (degraded performance / non-critical issues): within 1 Business Day

Support requests must be made by telephone or email to moodsupport@caci.co.uk, or by raising a ticket on the portal https://my.support.moodsoftware.co.uk/ .

6. Security and Compliance

6.1 CACI will:

- Operate the service in accordance with ISO27001 aligned security controls and Cyber Essentials Plus.
- Apply appropriate administrative, technical, and physical safeguards.
- Ensure data is encrypted at rest and in transit for public/private cloud deployments
- Conduct regular vulnerability assessments and apply patches as required
- Maintain access logs, audit trails, and monitoring capabilities.

6.2 For Client Cloud deployments, security responsibilities shared between the Parties will be defined in a Deployment Schedule to be agreed between the Parties after the Effective Date.

7. Data Portability & Exit

7.1 Upon termination or expiry of the Call-Off Contract:

- Clients may export their data in a standard machine-readable format
- CACI will retain Client Data for 30 days, after which it will be securely deleted
- Extended retention can be purchased if required.

8. Client Data Loss or Corruption

8.1 CACI will maintain appropriate backup schedules for hosted deployments. CACI is not responsible for data loss arising from Client misuse, misconfiguration, or third-party actions outside of CACI control.

8.2 Backups for Client Cloud deployments remain the Client's responsibility.

9. Service Subscription Fees, Billing and Renewals

9.1 The Client shall pay CACI the Service Subscription Fees in respect of the Service, to be invoiced on or around the Effective Date, and thereafter 30 days prior to each anniversary of the

Effective Date. All invoices under these Terms shall be payable within 30 days of the date of each invoice.

9.2 The Service Subscription Fees are based on a cost per user (as published on Digital Marketplace). If the Client exceeds the permitted number of users in any year, CACI shall be entitled to charge an excess fee (in line with its published pricing), however if the Client does not use its quota of permitted number of users in any year, the Client shall not be entitled to any refund, rebate, discount or compensation.

9.3 In addition:

- If agreed by the Parties in the Order Form, on each anniversary of the Effective Date, the Service Subscription Fees shall increase in line with the Consumer Price Index (CPI) or such other mechanism as has been agreed in the Order Form.
- For Azure option only: each Client is entitled to one repository with a total maximum of 100GB storage. Additional repositories or storage will be charged at cost at Azure's rate per 100GB.

10.Suspension

10.1 CACI may suspend access where:

- The Service Subscription Fees (or any part thereof) are overdue;
- Use violates security or acceptable use policies; or
- Hosting environments are endangered by Client activity.

10.2 CACI will act proportionately and notify the Client where possible.

11.Liability

11.1 Neither Party excludes or limits liability for death or personal injury or fraud or fraudulent misrepresentation. CACI shall not be liable to the Client for any loss of revenue, loss of profits, loss of business or goodwill, loss of, damage to, or corruption of data or loss of availability of data, or for any indirect or consequential loss, in each case howsoever caused and even if such loss was reasonably foreseeable or CACI had been advised of the possibility of the Client suffering such loss.

11.2 Notwithstanding any other term in these Terms, CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of these Terms shall not exceed an amount equal to 125% of the total fees paid or payable by the Client under the Order Form that is the subject of a claim. Notwithstanding the foregoing, CACI shall not be liable to the Client for any loss, damage, cost or expense arising out of any failure by the Client to keep full and up-to-date security copies of software and data in accordance with best computing practice.

12. Intellectual Property Rights

12.1 The copyright and all other intellectual property rights in the Software, the Service, the Documentation and CACI's underlying technologies shall remain vested in CACI and/or its licensors.

12.2 The Client shall retain all rights, title and interest in any and all of its proprietary software and hardware, information and confidential information existing prior to the Effective Date ("Client's Property"). The Client hereby grants CACI a non-exclusive licence to use the Client's Property solely for the purpose of providing the Service including the Software.

12.3 Subject to clause 12.1, the Client shall own the intellectual property rights in any outputs and/or data that the Client produces when using the Software and/or the Service in accordance with these Terms.

13.Term and Termination

13.1 Each Call-Off Contract entered into pursuant to these Terms shall commence on the Effective Date and shall continue for the Call-Off Initial Period specified in the Order Form, and thereafter for any Extension Period. In the event either Party materially breaches any of its obligations in these Terms (which breach has not been remedied within 30 days after written notice is given to the defaulting Party specifying the breach), or if the Client fails to pay CACI any amount required to be paid under these Terms, the Party not in default may by written notice terminate the Call-Off Contract with immediate effect.

13.2 On termination of the Call-Off Contract (howsoever arising), the Client shall immediately pay to CACI: (i) all outstanding unpaid invoices and interest; (ii) in respect of Software/Services which have been supplied but not yet invoiced, CACI shall submit an invoice which shall be payable by the Client immediately; and (iii) the remainder of the fees that would have otherwise been payable had the Call-Off Contract not terminated, provided always that this subclause (iii) shall not apply where termination arises as a result of an act and/or omission of CACI.

13.3 The Parties' rights and obligations under Clauses 1, 7, 9, 11, 12, 13 and 15 shall survive termination of these Terms.

13.4 Termination shall not prevent either Party from pursuing any other remedies available to it. CACI reserves the right to deactivate the Software and/or Service remotely upon termination of the Call-Off Contract and/or to demand written certification of the deletion of the Software from any and all systems of the Client.

14.Force Majeure

Neither Party shall be responsible or liable for any damage, delay or failure in the performance of its obligations hereunder (except failure to pay) caused by strike, fire, storm, flood, explosion, power failure, war, riot, acts of terror, act of government or of public or local authority or by any cause beyond its reasonable control (a "Force Majeure Event").

15.General

All notices to be given hereunder shall be given in writing to the recipient at the address set forth in the Order Form. Any concession or indulgence made by either Party shall not be considered as a continuing waiver of its rights. The Call-Off Contract to which these Terms apply shall not be transferred or assigned in whole or in part by the Client without the prior written consent of CACI. These Terms supersede and replace any previous or contemporaneous understandings between the Parties (including any traditional software licence arrangements) and constitute the entire understanding between CACI and the Client on all matters contained or referred to herein. No additional term or variation shall be valid unless in writing signed by each Party's authorised representatives. Any terms and conditions in the Client's purchase order are explicitly excluded. These Terms shall be governed and construed in accordance with English Law and both Parties accept the sole and exclusive jurisdiction of the English Courts. Should any provision be held unenforceable or contrary to law, the remaining provisions shall remain in full force and effect. Subject to the foregoing, the Parties agree that any person who is not a party hereto shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999, however this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

16.Data Protection & GDPR

Definitions

The following capitalised terms used in this Data Processing Schedule shall have the meaning set out in DP Legislation (e.g. in Article 4 of UK GDPR) as applicable; Controller, Data Subject, Processor, Processing (and Process and Processed shall be construed according to this definition of Processing), Personal Data, Personal Data Breach, Supervisory Authority (e.g. The Information Commissioner).

DP Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, or any successor legislation in force in the UK and in either case as amended and/or updated from time to time.

Law: means the laws of England and Wales.

General

1.1 The Parties agree that this Schedule only applies where CACI is the Processor under the Agreement and the Client is the Controller.

CACI will process Client Data strictly in accordance with the Client's instructions and the UK GDPR.

Data Ownership

The Client retains sole ownership of its Client Data. CACI claims no rights other than those required to deliver the Service.

Cross-border Transfers

Client Data will remain within UK regions unless otherwise specifically authorised by the Client.

Article 28 UK GDPR compliant clauses

Details about the processing

2.1 The Parties agree that this Schedule includes the following details about the Processing as set out in Annex 1 below:

2.1.1 the subject matter and duration of the processing of the Personal Data.

2.1.2 the nature and purpose of the Processing of the Personal Data.

2.1.3 the types of Personal Data to be Processed.

2.1.4 the categories of Data Subjects to whom the Personal Data relates.

Written Instructions

2.2 The Processor will only Process Personal Data in accordance with the Controller's written instructions unless the Processor is required to act without such written instructions by Law.

Confidentiality

2.3 The Processor will ensure that only the Processor's employees, consultants, directors and officers who need to Process the Personal Data under the Agreement shall have access to it and provided that in each case they have prior entered into a written agreement with the Processor that contains an obligation that such employees, consultants, directors and officers are obligated to keep information (including Personal Data) made available to them confidential.

Security

2.4 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks relating to its Processing of the Personal Data and in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed. The Processor agrees to use the technical and organisational measures set out in in Annex 2 below.

Using sub-processors

2.5 The Processor may engage approved sub-processor(s) (such as Microsoft Azure) and will maintain a list on request. The Processor must notify the Controller of any changes it intends to make to the agreed sub-processor(s) and give the Controller a reasonable opportunity to object to such changes. The Processor shall enter into a written contract with each sub-processor which contains the same or substantially the same data protection obligations on the sub-processor as set out in this Schedule. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under UK GDPR and the contract entered into between the Processor and sub-processor.

Data Subjects' rights

2.6 The Processor shall, subject to taking into account the nature of the Processing it carries out and by having appropriate technical and organisational measures in place, assist the Controller upon request to fulfil its obligations that relate to enabling Data Subjects to exercise their rights under DP Legislation, such as subject access requests, requests for rectification or erasure of Personal Data and making objections to Processing.

Assisting the Controller

2.7 The Processor shall, subject to taking into account the nature of the Processing it carries out and the information available to it, assist the Controller upon request in meeting its obligations under DP Legislation (i.e. under UK GDPR Articles 32 to 36) relating to:

2.7.1 keeping the Personal Data secure;

2.7.2 notifying Personal Data Breaches to the Supervisory Authority (in particular the Processor agrees to notify Controller as soon as reasonably practicable upon receipt of any communication,

notice, request or complaint from a Data Subject; and notifying the Controller of any Personal Data Breach without undue delay once the Processor becomes aware of the breach and providing the Controller with such reasonable assistance and information in relation to such Personal Data Breach as the Controller requests);
2.7.3 advising the Data Subjects when there has been a Personal Data Breach;
2.7.4 carrying out data protection impact assessments ("DPIA"); and
2.7.5 consulting with the Supervisory Authority where the DPIA indicates there is an unmitigated high risk to the processing.

Return/deletion of Personal Data at the end of the Agreement
2.8 Unless required by Law to retain the Personal Data, the Processor shall upon termination or expiry of the Agreement, at the Controller's choice, either delete or return to the Controller all of the Personal Data it has been Processing for the Controller.

Audits and Inspections
2.9 The Processor shall in relation to the Processing it carries out:
2.9.1 provide the Controller with all the information that is needed show that the Processor has met all of its obligations under this Schedule;
2.9.2 at the Controller's request submit and contribute to audits and inspections that the Controller or the Controller's appointed auditor carries out;
2.9.3 pursuant to Article 28.3(h) of UK GDPR immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with the UK GDPR.

Controller's obligations
2.10 The Controller shall comply with its obligations under DP Legislation including in relation to its collection, processing and provision of Personal Data to the Processor in connection with the Agreement.

Additional Clauses

3. Overseas transfers
   The Processor shall not transfer the Personal Data to any country or international organisation located outside the United Kingdom or the European Economic Area without the prior written consent of the Controller.

4. Processor's other obligations
   In addition to this Schedule the Processor has direct obligations under UK GDPR which the Processor agrees to comply with to the extent applicable (i.e. those obligations set out in Articles 27, 29, 30.2, 31, 32, 33 and 37). The Processor agrees that it has appointed a Data Protection Officer.

5. Liability

5.1 Subject always to Article 82 of UK GDPR, an overall cap of £25,000 and clause 5.2 below, the Processor shall only be liable to the Controller for any losses, damages and costs (including reasonable legal costs) arising from the Processor's breach of this Schedule. The Processor shall only be liable for any payment to the Controller resulting from its breach of this Schedule to the extent that such payment has been ordered by a competent court in the UK, a legally binding decision of the Supervisory Authority or other regulatory body in the UK, or by way of a written agreement between the Controller and Processor after the breach arises.

5.2 Notwithstanding anything else contained in this Agreement, the Processor shall not be liable to the Controller for any loss of revenue, loss of profits, loss of goodwill, ex-gratia payments and/or any indirect loss.

6. Miscellaneous
   6.1 Both Parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
   6.2 This Schedule supersedes all prior agreements, arrangements and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof.
   6.3 Neither Party shall assign or otherwise transfer this Schedule or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
   6.4 Neither Party shall be liable for failure to perform its obligations hereunder due to fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, changes in English law that render the then-current obligations unlawful, or Governmental restriction.
   6.5 No term of this Schedule shall be enforceable by a third party.
   6.6 This Schedule shall be governed by the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English court in the event of a dispute.

Annex 1 – Details relating to the Personal Data and Processing pursuant to the Agreement.

- The subject matter and duration of the processing of the Personal Data. [to be inserted]
- The nature and purpose of the processing of the Personal Data. [to be inserted]
- The types of Personal Data to be processed. [to be inserted]
- The categories of Data Subjects to whom the Personal Data relates. [to be inserted]
- The obligations and rights of the Controller. As set out in the UK GDPR and/or above.
- State the names of any sub-processors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.

Annex 2 – Details of technical and organisational security measures to protect the Personal Data and the Processing of such data.

CACI shall use the technical and organisational security measures required under its ISO27001 accreditation.
In particular, as part of CACI's ISO27001 accreditation CACI maintains internal policies and procedures which are designed to:

a. ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
b. have back-up, archive and/or disaster recovery processes which are capable of restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
c. minimise security risks, including through regular security risk assessment, evaluation and testing.